

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

ERNEST STANDLEY,

Plaintiff,

vs.

NABORS INDUSTRIES, INC. AND
EXPRESS PAYROLL, INC.

Defendant.

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CIVIL ACTION NO. 4:14-CV-2057

**JOINT MOTION FOR APPROVAL OF SETTLEMENT AND ENTRY OF FINAL
JUDGMENT DISMISSING LAWSUIT WITH PREJUDICE**

Defendants Nabors Industries, Inc. and Express Payroll, Inc., and Plaintiff Ernest Standley jointly move for the approval of the written settlement between Defendants and Plaintiff, as follows:

1. Plaintiff alleged that he was jointly employed by Defendants and that Defendants violated the Fair Labor Standards Act, 29 U.S.C. § 201 *et. seq.*, as amended (“FLSA”), by misclassifying Plaintiff as an independent contractor and denying him overtime payments. Defendants have denied these claims in their entirety. To avoid further litigation costs, Defendants and Plaintiff have agreed to settle the claims in this lawsuit. Defendants and Plaintiff have entered into a written settlement agreement (the “Settlement”). All parties are represented by counsel.

2. Here, a bona fide dispute exists between the parties.¹ Specifically, the parties dispute whether Plaintiff was jointly employed by Defendants, whether Plaintiff was

¹ The Fifth Circuit has recognized the res judicata effect of a court-approved settlement of FLSA claims, where “a bona fide dispute of both law and fact was involved in the litigation, and [] the proposed settlement agreed upon was

misclassified as an independent contractor, and the amount of additional overtime due, if any. The parties agree that the terms of the Settlement are fair and equitable. The settlement amount takes into account the number of overtime hours claimed by Plaintiff, despite Defendants' contention that they never employed Plaintiff. The Settlement also includes, in part, a reasonable amount for attorneys' fees and costs, which both Plaintiffs and Plaintiffs' attorneys agree is also fair and equitable based on the amount of time expended by Plaintiffs' attorneys in connection with Plaintiffs' claims.

3. Because the proposed Settlement agreed to by the parties is a fair and equitable compromise of a bona fide dispute, Defendants and Plaintiff request that the Court approve the Settlement and enter the attached final judgment dismissing the case in its entirety with prejudice.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I certify that on this 28th day of May, 2015, a copy of the foregoing Joint Motion for Approval of Settlement and Entry of Final Judgment Dismissing Lawsuit with Prejudice was filed electronically through the Court's CM/ECF System and was automatically copied to all parties below through the Court's electronic filing system.

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